

State of Hawaii
Department of Human Services
Social Services Division
Child Welfare Services Branch

Request for Proposals

RFP No. HMS 301-44

RFP Title:

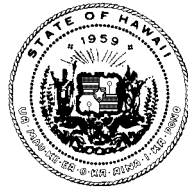
RECRUITMENT AND SUPPORT OF NATIVE HAWAIIAN FOSTER PARENTS (OAHU)

Issued March 30, 2006

Date Due: May 10, 2006

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an [RFP Interest form](#) may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

LINDA LINGLE
GOVERNOR



LILLIAN B. KOLLER, ESQ.
DIRECTOR

HENRY OLIVA
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

March 30, 2006

MEMORANDUM

TO: Prospective Applicants

FROM: Amy Tsark, Acting Administrator
Social Services Division

SUBJECT: SOCIAL SERVICE DIVISION'S REQUEST FOR PROPOSALS (RFP)

Attached is the Request for Proposals (RFP) for the Recruitment and Support of Native Hawaiian Foster Parents on Oahu. Service activities to be provided under this contract will include targeted recruitment of Native Hawaiian foster and adoptive families utilizing community organization through existing faith and community-based organizations. The contract will cover the period from September 1, 2006, through August 31, 2012, with annual extensions contingent on the continued need for the services and the performance of the contractor.

Applicants must submit an original and five (5) copies of each completed proposal. Proposals must be delivered by 4:30 p.m. on Wednesday, May 10, 2006 or mailed and postmarked no later than Wednesday, May 10, 2006, to the following address:

Department of Human Services
Director's Office, Room 209
1390 Miller Street
Honolulu, Hawai'i 96813-2936

Proposals that are late or sent by facsimile or by electronic means will not be accepted.

There will be an orientation for this RFP on Monday, April 10, 2006 as detailed in Section 1, Part V, on page 1-2 of the RFP. For more information about the orientation or for special accommodations, call Scott Ray at (808) 721-6225.

If you have questions about the RFP, please refer to Section 1, Part VI, Submission of Questions, and Section 2, Part II-F, Contact Person, of the RFP for information on the question and answer process and whom to contact.

Thank you for your interest. We look forward to your proposal.

Attachment

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL ARE REQUIRED.
ADDITIONAL COPIES MAY BE REQUESTED.**

**PROPOSALS SUBMITTED BY FACSIMILE OR BY ELECTRONIC MEANS WILL
NOT BE ACCEPTED.**

**ALL MAIL-INS MUST BE POSTMARKED BY UNITED STATES POSTAL SERVICE (USPS)
NO LATER THAN
May 10, 2006**

All Mail-ins

Department of Human Services
Director's Office, Room 209
1390 Miller Street
Honolulu, Hawaii 96813-2936

DHS RFP COORDINATOR

Scott Ray
For further info. or inquiries
Phone: 721-6225
Fax: 586-4890
Email: scott_ray_assoc@yahoo.com

**ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITE UNTIL 4:30 P.M., Hawaii
Standard Time (HST) May 10, 2006:**

All Hand Deliveries:

Department of Human Services
Director's Office, Room 209
1390 Miller Street
Honolulu, Hawaii 96813-2936

BE ADVISED: All mail-ins postmarked by USPS after **May 10, 2006**, and not received within 10 days will be rejected.

Hand deliveries will **not** be accepted after **4:30 p.m., HST, May 10, 2006**.

Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after **4:30 p.m., HST, May 10, 2006**.

Proposals sent by facsimile or by electronic means will not be accepted.

****** The Department of Human Services will allow applicants the option to submit copies of proposals on compact disk (CD). Applicants who choose this option must submit one original proposal on paper and five copies of the complete proposal on 5 separate CDs that specifically use a PDF file in Adobe Acrobat. Proposals submitted on CD that do not use a PDF file in Adobe Acrobat will not be considered and will be returned to the applicant. There are no exceptions to this requirement.

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Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

I. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview--Provides applicants with an overview of the procurement process.

Section 2, Service Specifications--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions--Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation--Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments --Provides applicants with information and forms necessary to complete the application.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

State of Hawaii

Department of **Human Services**

Social Services Division
Support Services Office
810 Richards Street, Suite 501
Honolulu, Hawaii 96813

Phone (808) 586-5672 Fax: (808) 586-5606

IV. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

ACTIVITY	SCHEDULED DATE
Public notice announcing RFP	<u>3/30/06</u>
Distribution of RFP	<u>3/30/06</u>
RFP orientation session	<u>4/10/06</u>
Closing date for submission of written questions for written responses	<u>4/15/06</u>
State purchasing agency's response to applicants' written questions	<u>4/18/06</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>As needed</u>
Proposal submittal deadline	<u>5/10/06</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>At DHS option</u>
Final revised proposals (optional)	<u>As needed</u>
Proposal evaluation period	<u>5/11/06- 5/22/06</u>
Provider selection	<u>5/23/06</u>
Notice of statement of findings and decision	<u>5/26/06- 5/31/06</u>
Contract start date	<u>9/01/06</u>

V. Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: April 10, 2006 **Time:** 10:00 A.M. to 12:00 P.M.
Location: Conference Room 2, Second Floor, Queen Liliuokalani Building
1390 Miller Street, Honolulu, Hawaii 96813-2936

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in

writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VI. Submission of Questions).

VI. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

Date: April 15, 2006 **Time:** 4:30 P.M. HST

State agency responses to applicant written questions will be provided by:

April 18, 2006

Date: _____

VII. Submission of Proposals

A. Forms/Formats - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (See page 1-2, Websites Referred to in this RFP. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200)** - Provides identification of the proposal.
2. **Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.
3. **Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
4. **Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that addresses all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)
5. **Registration Form (SPO-H-100A)** -- If applicant is not registered with the State Procurement Office (business status) this form must be submitted with the application. If applicant is unsure as to their registration status, they may check the State Procurement Office Website at: <http://www.spo.hawaii.gov>, click *Procurement of Health and Human Services*, and *For Private Providers and Provider Lists ... The List of Registered Private Providers for Use with the Competitive Method of Procurement*, or call the State Procurement Office at (808) 587-4706.
6. **Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue

Service (IRS) will be required either at the time of proposal submittal or upon notice of award at the discretion of the purchasing agency.

Refer to Section 4, subparagraph III.A.1, Administrative Requirements, and the Proposal Application Checklist (located in Section 5) to determine whether the tax clearance is required at time of proposal submittal for this RFP. Tax clearance application may be obtained from the Department of Taxation website at www.hawaii.gov/tax/tax.html. (Also see paragraph II, Website Reference.) The certificate shall be dated no earlier than 6 months prior to the deadline for submittal of the RFP.

- B. Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.
- C. Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. Wages and Labor Law Compliance** - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website. (See paragraph II, Website Reference.)
- E. Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be register and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)
- F. Campaign Contributions by State and County Contractors.** Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. (See paragraph II, Website Reference.)
- G. Confidential Information** – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing

nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- H. Proposal Submittal** - Proposals must be postmarked by USPS or hand delivered by the date and time designated on the Proposal Mail-In and Delivery Information Sheet attached to this RFP. Any proposal post-marked or received after the designated date and time shall be rejected. Note that postmarks must be by United States Postal Service or they will be considered hand-delivered and shall be rejected if late. The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet.

****** The Department of Human Services will allow applicants the option to submit copies of proposals on compact disk (CD). Applicants who choose this option must submit one original proposal on paper and five copies of the complete proposal on 5 separate CDs that specifically use a PDF file in Adobe Acrobat. Proposals submitted on CD that do not use a PDF file in Adobe Acrobat will not be considered and will be returned to the applicant. There are no exceptions to this requirement.

VIII. Discussions with Applicants

- A. Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. After Proposal Submittal Deadline** - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

IX. Opening of Proposals

Upon receipt of proposal by a state purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

X. Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

XI. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XII. Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked by the date and time specified by the state purchasing agency and received within ten days or hand delivered by the date and time specified by the state purchasing agency. Final revised proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within ten days or
- If hand carried, received after the designated date and time.

If a final revised proposal is not submitted, the previous submittal shall be construed as their best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

XIII. Cancellation of Request for Proposal

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

XIV. Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

XV. Provider Participation in Planning

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202 and 3-142-203 of the Hawaii Administrative Rules for Chapter 103F, HRS.

XVI. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS, are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith.
(Section 3-141-201, HAR)
- (2) Rejection for inadequate accounting system. (Section 3-141-202, HAR)
- (3) Late proposals (Section 3-143-603, HAR)
- (4) Inadequate response to request for proposals (Section 3-143-609, HAR)
- (5) Proposal not responsive (Section 3-143-610 (1), HAR)
- (6) Applicant not responsible (Section 3-143-610 (2), HAR)

XVII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

XVIII. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Lillian B. Koller, Esq.	Name: Amy Tsark
Title: Director of Human Services	Title: Social Services Division Acting Administrator
Mailing Address: Department of Human Services 1390 Miller Street, Room 209	Mailing Address: Department of Human Services 810 Richards Street, Suit 400

Honolulu, Hawaii 96813-2936	Honolulu, Hawaii 96813
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813-2936	Business Address: Department of Human Services 810 Richards Street, Suit 400 Honolulu, Hawaii 96813

XIX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XX. Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

XXIII. Website Reference

The State Procurement Office (SPO) website is www.spo.hawaii.gov

For	Click
1 Procurement of Health and Human Services	“Health and Human Services, Chapter 103F, HRS...”
2 RFP website	“Health and Human Services, Ch. 103F...” and “RFPs”
3 Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	“Statutes and Rules” and “Procurement of Health and Human Services”
4 Forms	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Forms”
5 Cost Principles	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Cost Principles”
6 Standard Contract -General Conditions	“Health and Human Services, Ch. 103F...” “For Private Providers” and “Contract Template – General Conditions”
7 Protest Forms/Procedures	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Protests”

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at www.hawaii.gov)

For	Go to
8 Tax Clearance Forms (Department of Taxation Website)	http://www.hawaii.gov/tax/ click “Forms”
9 Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	http://www.capitol.hawaii.gov/ click “Bill Status and Documents” and “Browse the HRS Sections.”
10 Department of Commerce and Consumer Affairs, Business Registration	http://www.hawaii.gov/dcca click “Business Registration”
11 Campaign Spending Commission	www.hawaii.gov/campaign

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

Background

The Department of Human Services, Social Services Division, Child Welfare Services Branch (Department) provides social and case management services to children and their biological, extended, foster, or adoptive families to ensure safe, nurturing, and permanent families for Hawaii's children. Native Hawaiian children are a special concern because, while Native Hawaiians comprise less than one-fifth of the population of the State, over one-half of the foster children in foster care are Native Hawaiian. Typically over one-half of those children are placed in non-Native Hawaiian homes for the lack of available trained and certified Native Hawaiian foster homes. Thus, there is a need to recruit more Native Hawaiian foster parents to ensure the availability of a pool of foster families reflecting the ethnic composition of the population of foster children. Recruitment approaches incorporating faith-based efforts have been particularly effective in recruitment efforts across the country in recent years.

Purpose or Need

The Department of Human Services is seeking proposals from Native Hawaiian 501 (c) 3 faith and community-based organizations (FCBOs) to provide services for faith-based and secular recruitment and support of Native Hawaiian foster parents and adoptive parents for Native Hawaiian (hereafter Hawaiian) children who have been abused, neglected, or threatened with harm by their parents. The greatest need is for families who can foster or adopt medically fragile infants who have been drug exposed; older children, especially teenagers; children with serious social, emotional, mental or behavioral problems; or sibling groups.

The issue of placements that suit the best interests of a child, including cultural considerations, is a problem that persists wherever there are indigenous native peoples in the United States. Maintenance of a pool of foster families reflective of the cultural composition of the population of foster children is guided by the Multi Ethnic Placement Act (MEPA). Native Americans on the mainland have additional protections to ensure placement of Indian children within their own tribe. Native Hawaiians have not obtained Federal Recognition to support those additional protections from the Federal Government, but they are no less deserving of those protections. Programs of this type have and continue to exist across the mainland, and they have typically been initiated with seed funding from the Administration for Native Americans (ANA), in the Administration for Children and Families (ACF) in the U.S. Department of Health and Human Services (HHS). An ANA grant initiated such a program in Hawaii in 2004, but that funding

expires in 2006. While that project made great strides forward, the need for Hawaiian foster homes is too great to have been fully addressed in a two year program.

Furthermore, culture and other issues have not always made the path through training and certification as foster parents easy for those in the Hawaiian community. Therefore, the need here is also to generate awareness, provide direct support (and training when training contractors are not available as needed) to prospective Hawaiian foster parents. There is also a need to conduct grass roots community organization in faith and community based organizations (FCBOs) to create on-going support groups to continue recruitment efforts and provide assistance ensure the maintenance of placements in Hawaiian foster families for the tenures required.

B. Planning activities conducted in preparation for this RFP

Planning activities conducted for this procurement are as checked below:

X	Information from <u>fund</u> ers (legislature, federal agencies, private foundations, etc.) on funding terms and conditions;
X	Information from <u>other state agencies</u> on services to the same target group;
X	Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals;
X	Views of <u>PROVIDER organizations</u> on how to improve service specifications; a request for information (RFI) process was used for this purpose;
X	Information from POS monitoring and other <u>reports</u> for current contracts; and
X	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.)

Program Officers reviewed literature and existing programs on similar efforts, information from potential funding agents, other state agencies, views of recipients and advocates, POS monitoring reports for current contracts and other pertinent data on the populations of foster children, foster homes and Native Hawaiians. A request for information was conducted (RFI) as part of the planning for this RFP. The RFI was posted on the State Procurement Office Website on March 14th, with instruction on how to submit information. A meeting was held to receive public input on March 22nd, and the public had through March 24th to submit information by fax or phone.

The RFI process collected a number of significant comments. Participants expressed the long-term and widespread nature of difficulties with including cultural considerations in foster placements wherever native peoples are found in the United States. Participants discussed the variety of hurdles that people have to traverse in order to become foster parents (fingerprinting, medical, screening, training, etc.) and the difficulties that they pose for getting recruits through the process of becoming certified foster parents.

There was a lot of discussion about training, and how Hawaiians are more responsive to and more likely to complete more culturally sensitive training. Another aspect of the training issue that received significant discussion was the need for any potential recruitment and support project to be able to provide training when existing contracted training services were not

expediently and/or conveniently available, especially in specific geographic areas containing concentrations of the target population.

Participants talked about the importance of user-friendly manuals to serve as reference and teaching material to (1) inform potential recruits on the many details of the process of becoming certified as well as (2) materials to help them know where to go for different types of assistance and to help them document and organize important details of the circumstances of their fostering each specific foster child. Participants expressed that radio public service announcements (PSAs) on stations that cater to the Native Hawaiian population were more effective in targeting the Native Hawaiian community than television PSAs.

Participants highlighted that their experience in this area had taught them that through bringing together the community with the recruitment support staff and DHS personnel helped to bring a mutual understanding and repair strained relationships between DHS child protection workers and community members. Participants further asserted that repairing those relationships cleared the way to building successful recruitment efforts. Participants pointed out the need for project staff to travel to the mainland on some occasions to attend professional development and technical assistance meetings, especially to learn what strategies and techniques were successful in other locations as well as to share the lessons they had learned from their experiences in Hawaii.

C. Description of the goals of the service

The overall goal of this service is to recruit sufficient Hawaiian foster families to ensure that the pool of foster families reflects the demographics of the foster child population. Additional goals include: (1) enhancing awareness of the need for Hawaiian foster homes in the Hawaiian community; (2) organizing communities within existing FCBOs to support on-going recruitment and support of Hawaiian foster families; (3) organizing and providing support to Hawaiian families to complete training and certification; (4) organizing community support to maintain foster placements in Hawaiian families for the lengths of time required by each cases; and (5) creating foster relationships that support reunification of children with birth families when appropriate.

This project shall employ an innovative approach to recruiting and providing the necessary support to maintain Hawaiian foster parents through FCBOs, specifically on Oahu where there is the greatest need for Hawaiian foster parents, but limited activities on neighbor islands may be permitted when the State deems them to be in the best interest of the State, and additional travel funds may be negotiated if and when such circumstances exist. Ideally, the selected bidder will use the contract to leverage other grant funding to support large-scale expansion of the project to neighbor islands. Some potential sources of funding are only available to Native Hawaiian organizations. The goal of the project is to increase the number of Native Hawaiian foster homes by 450 homes in the next six years. In order to realize this goal, the project will need to not only outreach and recruit new Native Hawaiian foster parents, but also to provide them the necessary support and advocacy to follow through with completion of the training and certification process. In cases where the State-contracted training resources are not readily available to perform training expeditiously, the provider will be required to provide training to prospective foster

families. Likewise the project will need to provide advocacy to support new foster parents over the typical problematic hurdles of getting started with new foster children and carrying through with their care. These recruitment and support efforts will be implemented in a system of grass roots community organization through FCBOs. The project will include continuing on-going media campaign.

This project will also operate within the general goals of the Department as summarized below. The primary Child Welfare Services goals are safety, permanency and child and family well-being. Child safety must be the paramount concern when making decisions guiding the placement of foster children. When safety can be assured, strengthening and preserving biological families is seen as the best way to promote the healthy development of children. When safety with the biological family cannot be assured, children are entitled to safe, nurturing permanent adoptive or foster families, within their own culture whenever possible. When it is determined that the child's safety in the biological family cannot be assured due to certain aggravated circumstances or after a period of 12 months of service activities, the Department shall move towards a permanent placement for the child outside of the biological family, but preferably in a culturally congruent family. Thus, risk and safety assessment skills are important in maintaining the quality of child welfare services and decision making. Children should be helped to stay with or return to their families, when safety can be assured, and families (biological, extended, foster and adoptive) should be viewed as partners with the Department and service activities providers and should fully participate in planning, implementing, and evaluating services activities. Concurrent planning must be conducted to ensure that opportunities regarding permanent placements for children are not missed for timely decision making. Such planning efforts and activities to establish a permanent placement for children begin as soon as a child becomes known to the Department. The array of services requested should expedite the concurrent planning of a permanent placement for children, whether the permanent placement is with their biological, foster, or adoptive families. Service activities addressing the physical, social, emotional, and educational needs of the child and the family's ability to protect the child must be comprehensive, coordinated, and collaborative, culturally appropriate and responsive to the strengths, needs, values and preferences of the child and family, and delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties. Service activities should result in children remaining safely in their foster homes until they are able to return to their biological families or moving promptly and smoothly into permanent adoptive homes that are culturally congruent whenever possible.

D. Description of the target population to be served

The target population is prospective Hawaiian foster and adoptive home applicants who are willing and able to provide temporary and/or permanent out of home living placements for children who are reported to the Department for abuse, neglect or threat of harm by a family member.

E. Geographic coverage of service

Services shall be provided in the geographic areas checked below. See part II.D below regarding the awarding of single and/or multiple contracts.

Kauai:		
Oahu:	Island of:	X
	Central Honolulu:	
	Windward:	
	Leeward:	
Maui County:	Maui:	
	Molokai:	
	Lanai:	
Hawaii County:	East Hawaii:	
	West Hawaii:	

Oahu. We are seeking a single contract to intervene on the Island of Oahu where there is the greatest need for more Hawaiian foster parents but limited activities on neighbor islands may be permitted when the State deems them to be in the best interest of the State, and additional travel funds may be negotiated if and when such circumstances exist. Ideally, the provider will utilize the contract to leverage other resources to support expansion to neighbor islands.

F. Probable funding amounts, source, and period of availability

The contract will be for up to a maximum of \$525,000 for FY 2006. Annual renewals will be made through Fiscal Year 2012, based on availability of funds, need and contractor performance.

Initial annual funding will be allocated as follows for the various geographic areas (“N/A” or “\$0” means no funding allocated for that specific area):

Kauai:		\$0
Oahu:	Island of:	\$525,000.00
	Central Honolulu:	\$0
	Windward:	\$0
	Leeward:	\$0
Maui County:	Maui:	\$0
	Molokai:	\$0
	Lanai:	\$0
Hawaii County:	East Hawaii:	\$0

	West Hawaii:	\$0
TOTAL:		\$525,000.00

Additional funding may become available over the life of the contract, and the sources of funding may change. Funding for any given year, for any geographic area, or for the contract as a whole may increase up to 300% of the original amount. Increases are subject to availability of funds, program utilization, and satisfactory performance as determined by the STATE.

II. General Requirements

a. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. At the request of the STATE, the PROVIDER must submit to the STATE, if applicable subcontracts with other agencies for services under this Agreement, prior to the service being provided, for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of the contract which includes this RFP. Upon the request of the STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of the contract.
2. The provider must assure that the delivery of services is consistent with the Departments' goals of providing safety and permanency for children. The provider must ensure that the staff is knowledgeable about the Department's policies, procedures and processes, and the kinds of children and families the Department serves.
3. The provider shall have demonstrated the experience and qualifications relevant to the services being purchased. The provider shall have a good understanding of the kind of families that are needed to foster or adopt children under the Department's custody. The provider shall be a Native Hawaiian faith and/or community-based organization with nonprofit tax status and a Board of Directors composed of at least 51% Native Hawaiian with:
 - (a) experience in outreach and community organization specifically targeted exclusively to the Hawaiian community,
 - (b) experience in community organizing through existing faith-based and secular organizations,
 - (c) experience in recruiting foster families in FCBOs,
 - (d) demonstrated ability to successfully recruit significant numbers of foster parents, and
 - (e) demonstrated pre-existing relationships with organizations involving Hawaiian foster parent recruitment in the network of pertinent public agencies, the faith-

based community and Hawaiian secular organizations required to conducted a successful recruitment and support effort.

4. Services must be provided during normal working hours as well as evenings, weekends, or holidays if necessary. The provider must make every reasonable effort to assure flexibility in the service activities available to families.
5. The provider must provide service activities in concurrence with the Department's statutory mandate under 45 CFR 1340, Hawaii Revised Statutes Chapters 346, 350, and 587, and Hawaii Administrative Rules and Departmental procedures. The provider must provide services in concurrence with the philosophy and treatment goals related to the safety of children and the family's ability to be protective of the child.
6. The provider must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The provider must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.
7. The provider must maintain a staff meeting the minimum educational requirements for the positions and the accordant duties and responsibilities occupied by each individual staff. All appropriate staff must complete PRIDE training and/or training of trainers as appropriate to their positions within a reasonable amount of time of their employment. Sufficient staff must be so trained at start-up to implement the project.
8. The provider must maintain throughout the term of the contract a system of self-appraisal and program evaluation for evaluating the effectiveness of the activities provided. The evaluation process must include specific tools, instruments or processes which are relevant to the outcomes and include a process for making improvements or taking corrective action based upon the evaluation findings.
9. The provider must evaluate its program by using credible and tested measurement tools for program effectiveness in achieving outcomes and must provide data to support this.
10. Provider staff advocates must have at least an Associates Degree and related experience in outreach, community organization and/or foster care. Any staff performing home studies must have appropriate degrees and licensure. These individuals must meet the minimum legal requirements for eligibility of foster parents. Specifically they must have no conviction on a felony, sexual offense or any charge related to child abuse or neglect.
11. When disagreement between the provider staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

12. The PROVIDER must not charge families for contracted services without the prior approval of the STATE.
13. As applicable, services must be provided within contracted time limits, or if not time limits are specified, within a reasonable time as well as on weekends and evenings to accommodate clients' work hours.
14. During the term of the contract, the parties may renegotiate terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation, either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4, as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of the Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."
15. The contract will be modified, if necessary, to comply with any changes in Federal or State statutes or rules or the requirements of various funding sources. In the event such changes are necessary, the Department will notify the PROVIDER in writing of the need for the change and the proposed changes. The PROVIDER will have the opportunity to discuss the changes prior to their implementation.

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases None.

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

☐ Allowed ☒ Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

☐ Single ☐ Multiple ☒ Single & Multiple

Criteria for multiple awards:

If "Multiple" or "Single & Multiple" is checked, then multiple contracts may be awarded for any combination of geographic areas specified above if the STATE determines that multiple contracts will be more advantageous in terms of cost effectiveness (outcomes and outputs per

funding) and whether the Department desires a choice among providers. The highest scoring applicants will be awarded multiple proposals. The relative funding of the multiple awardees will be limited by available funding for the geographic area(s) to be served and will be allocated at the discretion of the Department taking into account factors that may include but not be limited to availability, accessibility, and proposed configuration of the service activities.

E. Single or multi-term contracts to be awarded

(Refer to §3-149-302, HAR)

☐ Single term (≤ 2 yrs) ☒ Multi-term (> 2 yrs.)

Contract terms: The initial term of the contract will be for one year with up to six one-year extensions based on need, availability of funds and contractor performance. The maximum length of this contract is therefore six years. Extensions must be executed in writing prior to the expiration date.

***Contract Terms:**

Initial term of contract:	One (1) year anticipated to be 9/1/06 through 8/31/07.*
Length of each extension:	One (1) year unless otherwise agreed by STATE.
# of possible extensions:	Five (5) annual extensions.
Maximum length of contract:	Six (6) years from 9/1/06 through 8/31/12 subject to the Option to Extend provision in the Special Conditions of the contract. See Exhibit "E", Special Conditions, in Section 5 of this RFP.
*The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.	
Conditions for extension:	
<ul style="list-style-type: none"> • Satisfactory performance as determined by the STATE. 	
<ul style="list-style-type: none"> • Availability of funding. 	
<ul style="list-style-type: none"> • Acceptable utilization as determined by the STATE. 	
<ul style="list-style-type: none"> • Ongoing need for the service as determined by the STATE. 	
<ul style="list-style-type: none"> • Satisfactory compliance as determined by the STATE with the terms and conditions of the contract. 	
<ul style="list-style-type: none"> • Must be in writing and must be executed prior to expiration. 	

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider or providers. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Contact Person: Scott Ray
Phone: 721-6225
Fax: 586-4890
e-mail: scott_ray_assoc@yahoo.com

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

The provider shall contact at least 900 Hawaiian Families (six years), and recruit and support at least 75 Hawaiian foster families per year for a total of 450 families in six years through training, licensure, placement and caring for foster children. In order to do so, the provider shall:

1. Address at a minimum 12 churches and 12 secular organizations each year, but including however many it takes to meeting the remaining requirements;
2. Organize at least one new *Hui* (advocacy group) each quarter to support recruitment and support for Hawaiian foster families as well as birth families engaged or at risk for CPS action;
3. Initiate at least one new neighborhood foster home each quarter;
4. Perform 12 episodes of recruitment at events per year;
5. Provide PRIDE training to support certification of difficult to reach families when existing contracted services are not expediently and conveniently available, especially in specific geographic areas containing concentrations of the target population;
6. Provide training/orientation to the program for State personnel as requested;
7. Produce and distribute 5,000 brochures annually;
8. Develop at least four pilot stories in the media annually;
9. Air at least 200 radio PSAs annually;
10. Air at least 100 television PSAs annually;

B. Management Requirements (Minimum and/or mandatory requirements)**1. Personnel**

- a. Staff shall have the educational qualifications and necessary training to provide the activities requested.
- b. When disagreement between the provider staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

2. Administrative

The provider shall agree to and shall abide by any Administrative Assurances that are attached to this Section 2 of the RFP

The provider shall accept inquiries directly from the public and also will receive referrals from the Department. Only individuals interested in being foster parents or adoptive parents for the Department will be recruited to participate in the training and assessment process.

The provider shall have policies and procedures in place that ensure on-going recruitment of homes for DHS foster children, knowledge of DHS's foster home/adoptive home needs, and timely submission of reports required by the Department, etc.

3. Quality assurance and evaluation specifications

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, ongoing contract monitoring shall include review of quarterly reports and periodic assessment of program effectiveness.

4. Output and performance/outcome measurements

- a. Performance measures are attached to this Section 2 of the RFP. See Forms A, B, C. Insert figures in the "Budget Period" columns unless they have already been provided. The PROVIDER shall insert goal numbers for all items that are blank on Forms A, B, and C. The PROVIDER does not have to specify goal numbers for shaded items, but the PROVIDER will be expected to provide data on these items over the term of the contract. The applicant may propose different numbers

or items than those specified as long as a justification for those differences is provided.

- b. The PROVIDER shall maintain the capacity to deliver services throughout the term of the Agreement at the levels specified in Forms A, B, and C.
- c. The effectiveness of the contract will be evaluated according to the utilization of the service (Form A, plus units of service provided if applicable), the levels of service provided (Form B), and the outcomes achieved (Form C). Where performance under the contract is 80% or less of the goal levels specified on Forms A, B, and C or, if applicable, the number of units of service provided is 80% or less of the program capacity, the PROVIDER will need to submit a corrective action plan to remedy the substandard performance, and at its option, the STATE may reduce payments or funding, or terminate the contract if the proposed corrective action is not successful.
- d. Unless otherwise agreed to in writing, the numbers of people to be served and the levels of service activity specified in Form A and in Form B will change in proportion to future changes in funding under this Agreement.

5. Experience

The provider shall have demonstrated the experience and qualifications relevant to the services being purchased. The provider shall have a good understanding of the kind of families that are needed to foster or adopt children under the Department's custody. The provider shall be a Native Hawaiian faith and/or community organization with none profit tax status and a Board of Directors composed of at least 51% Native Hawaiian with:

- (a) experience in outreach and community organization specifically targeted exclusively to the Hawaiian community,
- (b) experience in community organizing through existing faith-based and secular organizations,
- (c) experience in recruiting foster families in FCBOs,
- (d) demonstrated ability to successfully recruiting significant numbers of foster parents, and
- (e) demonstrated pre-existing relationships with organizations involving Hawaiian foster parent recruitment in the network of pertinent public agencies, the faith-based community and Hawaiian secular organizations required to conduct a successful recruitment and support effort.

6. Coordination of services

The provider shall work with DHS to coordinate services with CWSB administration, supervisors and social workers as well as other agencies as directed by DHS. The nature of the project requires coordination with a wide variety of community organizations and stakeholders in the foster care system. See any Administrative Assurances that may be attached to this section 2 of the RFP for any requirements for the coordination of services.

7. Reporting requirements for program and fiscal data

- a. Unless otherwise agreed, quarterly and year-end reports shall be submitted in a format specified by the Department in which the provider summarizes major activities undertaken during the report period. Data to be reported includes the number of service units provided, the number of persons served, accomplishments of program outcomes and objectives, problems encountered, recommendations, and proposed future activities and staff changes.
- b. Required Fiscal Reports:
 - i. Providers will submit invoices in the format specified by the Department.
 - ii. Unless otherwise agreed, for cost reimbursement contracts, quarterly and year-end reports shall be submitted listing total expenditures of contract funds, contract revenues received, and collections and expenditures from program income and other sources of funding.
 - iii. Unless otherwise agreed, for fixed-rate contracts, no budgets or expenditure reports are required. Reports of collections of revenues from other sources of funding may be requested in a format specified by the Department.
- c. Penalties for Late Reporting

Unless otherwise specified in the contract, quarterly program and fiscal reports are due 30 days after the end of the quarter. At the option of the STATE and according to the terms and conditions of the contract:

- Payments may be held pending the submission of required reports.
- Payments may be reduced and funding lapsed by 15% when reports are not submitted within 60 days after the end of the quarter.
- If quarterly reports are not submitted within 90 days of the end of the quarter, the PROVIDER will lapse the funding for the quarter for which no reports have been received.

The PROVIDER will still be required to maintain the capacity to provide the contracted level of services in spite of the reduced funding.

8. Pricing structure or pricing methodology to be used

Unless otherwise agreed the pricing methodology for this service is as checked below. The pricing methodology may be revised by mutual agreement throughout the term of the contract.

- ☒ Cost-Reimbursement where the STATE pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum contract amount.
- ☐ Fixed-Rate/Fixed-Price where the STATE pays the contractor a set rate for a defined unit of service up to a stated maximum contract amount. The STATE and the contractor agree on the number of units of service to be delivered for the stated contract amount.
- ☐ Base Cost/Fixed Rate Combination where the STATE pays the contractor a base amount for operating costs and a fixed-rate for units delivered up to a stated maximum contract amount.
- ☐ Negotiated rate where the STATE defines a unit of service and may predetermine the total number of units to be delivered or the maximum amount of funding available for the contract. The STATE then negotiates with the contractor the rate to be paid for each unit delivered.

Compensation will not exceed the total fixed cost of the contract. These costs include the recruitment, training and other costs incurred to process discontinued and denied homes.

In the evaluation of competing proposals, consideration will be given to those proposals seeking to realistically provide the most licensed or approved homes for the most reasonable cost, but cost will not be the primary factor. The proposed contract amount will be subject to negotiation with final approval by DHS.

9. Units of service and unit rate

Historically, the purchasing agency has defined a Unit of Service as a Native Hawaiian home licensed as a DHS foster home. For the purposes of this RFP, the unit of service and unit rate is subject to negotiation and mutual agreement. Any definition of a unit of service and a unit rate in this RFP and in the contract may be changed by mutual agreement of the provider and the State.

10. Method of compensation and payment

Quarterly payments will be paid in advance upon invoicing. Subsequent payments may be with held pending completion tasks or deliverables from previous quarters.

III. Facilities

The applicant must maintain facilities that are adequate to direct the project. Only administrative offices are required, since the project will primarily be conducted at locations in the field.

The applicant must meet any standards for facilities that are checked below:

	Licensed foster home.
	Licensed child caring institution.
	Licensed child placing organization.
OTHER (Specify):	
X	Administrative offices

FORM A - PEOPLE TO BE SERVED**ORGANIZATION:** _____**SERVICE:** Recruitment and Support of Native Hawaiian Foster Parents**SITE:** Oahu

PEOPLE TO BE SERVED	FY 2007
1. # of families contacted annually.	
2. # of Native Hawaiian foster families recruited through licensing annually.	

FORM B – SERVICES

ORGANIZATION: _____

SERVICE: Recruitment and Support of Native Hawaiian Foster Parents

SITE: Oahu

SERVICES	FY 2007
1. # of Native Hawaiian foster families recruited through licensing annually.	
2. # of churches addressed annually	
3. # of secular organizations addressed annually	
4. # of Hui established annually.	
5. # of Neighborhood foster homes established annually.	
6. # episodes recruitment at events	
7. # brochures produced and distributed	
8. # pilot stories in media annually	
9 # radio PSAs annually	
10. # television PSAs annually	

FORM C - OUTCOMES

ORGANIZATION: _____

SERVICE: Recruitment and Support of Native Hawaiian Foster Parents

SITE: Oahu

OUTCOMES	FY 2007
1. # of Native Hawaiian foster families recruited through licensing annually.	
2. # of churches addressed annually	
3. # of secular organizations addressed annually	
4. # of Hui established annually.	
5. # of Neighborhood foster homes established annually.	
6. # episodes of canvassing/recruitment at events	
7. # brochures produced and distributed	
8. # pilot stories in media annually	
9 # radio PSAs annually	
10. # television PSAs annually	

WORK PLAN FORMAT

INSTRUCTIONS

The Work Plan format is a comprehensive guide to services provided in this program. It should describe not only what services will be offered but how those services will be provided.

In the following table complete columns B, C, and D where blank. Column B should detail how the requirements in column A will be met. If specific tasks have already been indicated in column B, provide additional information to fully describe how these tasks will be accomplished. The title or position of responsible staff in column C must be consistent with the position titles used elsewhere in the proposal such as in the program organizational chart and the section on staff qualifications. **For direct services staff specified in column C, indicate backup staff to cover for the primary staff person responsible.** Column D pertains to the time line or schedule for completing specific service activities or tasks. It does not pertain to when policies and procedures will be developed or implemented.

As applicable, service activities must be provided in a manner that is consistent with the following principles of family-centered practice:

- Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
- Service activities must be culturally competent and appropriate and responsive to the strengths, needs, values and preferences of the child and family. They must be delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties.
- Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child.
- Service activities must provide clear and attainable goals and objectives for each participant.
- Service activities must be individualized, addressing the unique capacities and needs of each child and family.
- Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

Refer to parts II and III of Section 2, Service Specifications, of the RFP for further information and guidance on specific service activities and tasks.

NOTE: A narrative format may be used instead of the table format below as long as specific tasks, responsible staff, and time line or schedule are addressed for each service activity and program requirement in column A.

Upon request, the table format below will be e-mailed to applicants. Contact the RFP contact person specified in Section 2, part II.F of the RFP.

Recruitment and Support of Native Hawaiian Foster Parents

RFP #: HMS 301-44

Agency: _____

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
1. Address at a minimum 12 churches and 12 secular organizations each year, but including however many it takes to meeting the overall goals and objectives of the project;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
2. Organize at least one new <i>Hui</i> (advocacy group) each quarter to support recruitment and support for Hawaiian foster families as well as birth families engaged or at risk for CPS action;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
3. Initiate at least one new neighborhood foster home each quarter;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
4. Perform 12 episodes of recruitment at events per year;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
<p>5. Provide PRIDE training to support certification of difficult to reach families when existing contracted services are not expediently and conveniently available, especially in specific geographic areas containing concentrations of the target population;</p>			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
6. Provide training/ orientation to the program for State personnel as requested;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
7. Produce and distribute 5,000 brochures annually;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
8. Develop al least four pilot stories in the media annually;			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
9. Air at least 200 radio PSAs annually;			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
10. Air at least 100 television PSAs annually;			

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

I. Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered.

II. Experience and Capability

A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

The applicant shall demonstrate its competency to recruit Native Hawaiian foster homes by providing a list (NOT a narrative or discussion) of specific cultural and family issues that are important to consider when recruiting foster and adoptive homes.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services. The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section III, Item A, Service Activities above. Applicant shall include contracting agency, contract number, contact person and phone number, and the title or a brief description of the service. The State reserves the right to contact references to verify experience.

This will document that the contracts are pertinent to the service activities detailed in this RFP.

C. Quality Assurance and Evaluation

The applicant shall describe a quality assurance plan for evaluating the quality of the recruitment of homes under this program. This protocol must address who will evaluate, how often or how much, and what criteria will be used.

D. Coordination of Services

The applicant shall describe a plan to coordinate this service with DHS staff and other important agencies that includes at a minimum the following:

1. A schedule of regular meetings with DHS staff including participants and frequency, and
2. Agencies with whom regular contact is required and/or anticipated to promote the success of the project, including the nature of current relationships with those agencies. Pre-existing relationship can be demonstrated with details of previous interaction and/or pre-existing letters of memoranda of understanding and/or support and commitment. Agencies with whom no prior collaboration of this nature has existed should be documented with letters of commitment.

E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable. Facilities need only to include adequate administrative space, since the majority of activities of this project will be executed in the field.

III. Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. The applicant shall provide position descriptions for all staff budgeted to this program. (Refer to the personnel requirements in the Service Specifications, as applicable.)

2. Staff Qualifications

The applicant shall provide details of pertinent staff experience, including experience in recruiting Native Hawaiian foster parents and the specific required service activities embodied in that recruitment as well as the success realized in recruiting Native Hawaiian foster parents

1. The applicant shall provide position descriptions for all direct service staff to this program directly or through subcontract;
2. The position descriptions shall reflect any minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable). These details shall include experience in recruiting Native Hawaiian foster parents and the specific required service activities embodied in that recruitment as well as the success realized in recruiting Native Hawaiian foster parents; and
3. The position titles shall match the titles on the Program Organization chart in category B2 of the next section.

3. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

The applicant shall describe a plan for supervising direct service staff which shall ensure that the specific service activities are appropriately and consistently provided.

The applicant shall describe how their plans for training will include:

- a) Availability of the applicant to provide orientation training to CWS staff;
- b) Qualifications, training and experience of a back-up trainer for clients;
- c) Plans for staff training;
- d) Specification of how staff training will:
 - i. Reinforce the Department's requirements for foster home licensing and approval of adoptive homes and promotes an understanding of the kinds of families that DHS needs;
 - ii. Promote an understanding of the kinds of children and families the Department serves; and
 - iii. Promote an understanding of the Department's child welfare services processes and procedures;

B. Project Organization

1. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the “Organization-wide” and “Program” organization charts shall be attached to the Proposal Application.

The organizational chart of the proposed program (a Program Organizational Chart) shall reflect:

1. Each position budgeted to the program, including:

- a) Title from the position description,
- b) Qualification level (e.g. paraprofessional, bachelor’s, master’s), and
- c) Full time equivalency (FTE),
 - ii. In each geographic area; and
 - iii. The lines of authority/supervision.

An approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. The justification for the staffing pattern (i.e. number and type of staff and FTEs) should explain the detail in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities provided according to Forms A, B, and C. in Section 2 of this RFP.

IV. Service Delivery

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules. This discussion in this section should provide enough information to enable reviewers to understand 1) the applicant's approach to the delivery of each of the specific service activities and 2) the flow of services from beginning to end. Blank forms for the work plan are attached in Section 5, Attachments. It will not be acceptable to simply repeat language in the RFP in addressing specific tasks related to the various service activities. Pre- and post-training and support materials for foster parents must be specified and attached.

V. Financial

A. Pricing Structure

1. Applicant shall submit a cost proposal utilizing the cost reimbursement pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application. All budget forms, instructions and samples are located on the SPO website (see Section 1, paragraph II Websites referred to in this RFP; see http://www4.hawaii.gov/spoh/Forms_Instructions/forms_instructionsprov.htm).

2. Applicants must submit the following budget forms (available from the State Procurement Office; see the General Instructions on page 3-1 above):

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206D:	Travel Out of State
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

3. If costs are shared with other programs within the agency, then the applicant must provide a description of its cost allocation methodology. Any cost allocation must be in accord with the Method of Allocation described in the State’s Cost Principles for Chapter 103F, HRS. The Cost Principles are available from the State Procurement Office (cf. General Instructions on page 3-1 above). Also be advised for budgeting purposes that there will be insurance requirements and auditing requirements under this contract. See the Insurance Requirements, and Special Conditions of the Contract (items 8 and 9), in Section 5 of this RFP for details.

Note: AWARDEES ONLY may be asked to submit additional budget forms at a later date as part of the contracting process including, but not necessarily limited to:

SPO-H-205A:	Organization-Wide Budget by Source of Funds
SPO-H-205B:	Organization-Wide Budget by Programs
SPO-H-206G:	Depreciation (as applicable)

B. Accounting System

In order to determine the adequacy of the applicant’s accounting system as described under the administrative rules, applicants shall submit with their proposals a copy of their most recent financial audit including any management letter that accompanied that audit.

VI. Administrative Assurances

The applicant shall sign a copy of the Administrative Assurances and attach a copy of the Administrative Assurances that are found in Section 5, attachment H, of this RFP.

VI. Other

A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Phase 1 - Evaluation of Proposal Requirements

Administrative Requirements

The applicant must be a 501 (c) 3 non-profit with a Board of Directors that is at least 51% Native Hawaiian in order to qualify to compete for additional grant funding to augment the contracted activities from the Administration of Native Americans and other funding sources with similar requirements.

Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

Phase 2 - Evaluation of Proposal Application (100 Points)

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Evaluation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

Proposal Application

100 Points

Program Overview	0 points
Experience and Capability	25 points
Project Organization and Staffing	15 points
Service Delivery	45 points
Financial	15 Points

TOTAL POSSIBLE POINTS

100 Points

III. Evaluation Criteria

NOTE: Applicants that address all of the required elements for a category as specified below will obtain at least a satisfactory score for that category. If they do not address all of the specified elements, they will receive less than satisfactory. If the review panel believes they addressed all of the elements and did so in an exceptional manner, the panel may award a score above satisfactory up to the maximum number of points for that category.

The panel will rate every category on a scale of 0 through 5 and convert that rating to a point score. For example, a satisfactory score for a category is calculated by dividing the maximum number of points for that category by 5 and multiplying that by 3. Each category below gives the maximum point score and the satisfactory point score in parentheses based on this system.

1. *Experience and Capability* (Maximum = 25 Points; Satisfactory = 12.5 Points)

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

A. Necessary Skills

- Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.
- The applicant demonstrated its competency to recruit Native Hawaiian foster homes by providing a list (NOT a narrative or discussion) of specific cultural and family issues that are important to consider when recruiting Native Hawaiian foster and adoptive homes.

B. Experience

- The applicant demonstrated its competency to recruit Native Hawaiian foster homes by providing a list (NOT a narrative or discussion) of specific cultural and family issues that are important to consider when recruiting Native Hawaiian foster and adoptive homes.
- The applicant shall provide a description of projects/contracts pertinent to the proposed services. The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section III, Item A, Service Activities above. Applicant shall include contracting agency, contract number, contact person and phone number, and the title or a brief description of the service. The State reserves the right to contact references to verify experience. This will document that the contracts are pertinent to the service activities detailed in this RFP.

C. Quality Assurance and Evaluation

- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- The applicant has described a quality assurance plan for evaluating the quality of the trainings under this program. This protocol addressed who will evaluate, how often or how much, and what criteria will be used.

D. Coordination of Services

- Demonstrated capability to coordinate services with other agencies and resources in the community.
- The applicant described a plan to coordinate this service with DHS staff and

other important agencies that included at a minimum the following:

- A schedule of regular meetings with DHS staff including participants and frequency, and
- Agencies with whom regular contact is required and/or anticipated to promote the success of the project, including the nature of current relationships with those agencies.

E. Facilities _____

- The applicant provided a description of its facilities or planned facilities and demonstrated their adequacy in relation to the proposed services. The applicant described how the facilities meet ADA requirements, as applicable.

2. *Project Organization and Staffing* (Maximum = 15 Points; Satisfactory = 7.4 Points)

The State will evaluate the applicant's overall staffing approach to the service that shall include:

A. *Staffing* _____

- Proposed Staffing: That the proposed staffing pattern, and proposed caseload capacity is reasonable to insure that the quality and consistency of recruitment efforts are maintained.
- Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program. The applicant has provided position descriptions for all staff budgeted to this program. The position descriptions for direct service staff reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP. These details included experience in recruiting Native Hawaiian foster parents and the specific required service activities embodied in that recruitment as well as the success realized in recruiting Native Hawaiian foster parents.
 - The applicant provided position descriptions for all direct service staff to this program directly or through subcontract;
 - The position descriptions reflected any

minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable); and

- The position titles matched the titles on the Program Organization chart in category B2 of the next section.

B. *Project Organization*

-
- Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. The applicant described how their plans for training will include:
 - Availability of the applicant to provide orientation training to CWS staff;
 - Qualifications, training and experience of a back-up trainer on staff for training clients when other training services are not available;
 - Plans for staff training;
 - Specification of how staff training will:
 - Reinforce the Department's requirements for foster home licensing and approval of adoptive homes and promotes an understanding of the kinds of families that DHS needs;
 - Promote an understanding of the kinds of children and families the Department serves; and
 - Promote an understanding of the Department's child welfare services processes and procedures;
 - The applicant has provided:
 - An organization-wide chart showing where the proposed program fits within the applicant agency.
 - The organizational chart of the

proposed program (a Program Organizational Chart) reflected:

- Each position budgeted to the program, including:
 - Title from the position description,
 - Qualification level (e.g. paraprofessional, bachelor's, master's), and
 - Full time equivalency (FTE), (including in each geographic area, and the lines of authority/supervision).
- Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. The justification for the staffing pattern (i.e. number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation took into account the numbers of people to be served and the levels of service activities provided according to Forms A, B, and C in Section 2 of this RFP

3. ***Service Delivery*** (Maximum = 45 Points; Satisfactory = 22.4 Points)

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application.

- The applicant has provided a description of its approach to delivering the service activities specified in Section 2, Part III, of this RFP. The discussion in this section provides enough information to enable reviewers to understand 1) the applicant's approach to the delivery of each of the specific service activities and 2) the flow of services from beginning to end. Pre- and post-training and support materials for foster parents were specified and attached.
- The applicant has filled in numbers and percentages where items are blank on Form A-People to be Served, Form B-Services, and Form C-Outcomes from Section 2, Service Specifications, of this RFP that indicate completion of the required tasks.

- The work plan is logical, coherent and represents a realistic approach to completing the required tasks to meet the goals and objectives delineated in Section, Part III of the RFP. It is not acceptable to simply repeat language in the RFP in addressing specific tasks related to the various service activities.

5. Financial (Maximum = 15 Points; Satisfactory = 5.4 Points)

- Applicants proposed budget is reasonable, given program resources and operational capacity.
- Applicants submitted a cost proposal for the funding specifically designated as cost reimbursement. The cost proposal includes the budget forms specified below, as appropriate.

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206D:	Travel Out of State
SPO-H-206E:	Contractual Services - Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206I:	Equipment Purchases

- For any line items on Form SPO-H-205 that are shared with other programs within the agency, the applicant has explained the cost allocation method used and this explanation is in accordance with the State's Cost Principles.
- For non-personnel line items on Form SPO-H-205 that were not cost allocated or explained on another form, a brief explanation was provided of how these costs were determined.
- In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the applicant has submitted with their proposal a copy of their most recent financial audit including any management letter that accompanied that audit. Negative audit findings will result in a score of less than satisfactory. At its option the review panel may seek technical

assistance from Fiscal Management office staff or other DHS fiscal staff in seeking to understand the audit findings.

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Proposal Application Identification (SPO-H-200)
- D. Insurance Requirements (excerpts from contract)
- E. Criminal Conviction Record Check Standards; and Protective Services Central Registry Check Standards
- F. General Conditions of the Contract
- G. Special Conditions of the Contract
- H. Administrative Assurances

ATTACHMENT A

COMPETITIVE POS APPLICATION CHECKLIST

Proposal Application Checklist

Applicant: _____ RFP No.: HMS

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the Proposal Application. *SPO-H forms are located on the web at <http://www.spo.hawaii.gov> Click *Procurement of Health and Human Services* and *For Private Providers*.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application	Section 3, RFP	DO NOT USE SPO-H-200A from the SPO Website	X	
Registration Form (SPO-H-100A)	Section 1, RFP	SPO Website*	(Required if not Registered)	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	X	
Cost Proposal (Budget) Note: Required (■) for Cost Reimbursement contracts only (cf. Sec. 2, part III.B.8)				
SPO-H-205	Section 3, RFP	SPO Website*	■	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions is applicable, Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions, Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	■	
SPO-H-206B	Section 3, RFP	SPO Website*	■	
SPO-H-206C	Section 3, RFP	SPO Website*	■	
SPO-H-206D	Section 3, RFP	SPO Website*	As Applicable	
SPO-H-206E	Section 3, RFP	SPO Website*	■	
SPO-H-206F	Section 3, RFP	SPO Website*	■	
SPO-H-206G	Section 3, RFP	SPO Website*	As Applicable	
SPO-H-206H	Section 3, RFP	SPO Website*	■	
SPO-H-206I	Section 3, RFP	SPO Website*	■	
SPO-H-206J	Section 3, RFP	SPO Website*	As Applicable	
Certifications: (These will be required when the contract is executed)				
Federal Certifications		Section 5, RFP (Attachment G, Special Conditions, items 19 – 22)		
Program Specific Requirements:				

Authorized Signature

Date

ATTACHMENT B

POS PROPOSAL APPLICATION

SAMPLE TABLE OF CONTENTS

SAMPLE

POS Proposal Application
Table of Contents

PROPOSAL APPLICATION IDENTIFICATION (SPO-H-200)

CHECKLIST

TABLE OF CONTENTS

POS PROPOSAL APPLICATION (SPO-H-200A):

1. Experience.....	1
2. Organization.....	3
3. Facilities.....	6
4. Service Delivery (Work Plan).....	7
5. Staff Qualifications.....	11
6. Forms A, B, and C.....	13
7. Accounting System.....	16
8. Financial.....	17

REGISTRATION FORM (SPO-H-100A) – If not pre-registered

LITIGATION STATEMENT

ADMINISTRATIVE ASSURANCES

TAX CLEARANCE

ATTACHMENTS

- A. Audit
- B. Position Descriptions

ATTACHMENT C

PROPOSAL APPLICATION IDENTIFICATION (SPO-H-200)

This form may be accessed from the State Procurement Office website at <http://www.spo.hawaii.gov>. Click *Procurement of Health and Human Services and For Private Providers*. Then scroll down and click *Forms and Instructions for Downloading . . . or Proposal Application Forms . . .*

ATTACHMENT D

INSURANCE REQUIREMENTS

(EXCERPTS FROM CONTRACT)

CONTRACT EXCERPTS

POS INSURANCE REQUIREMENTS

Unless otherwise indicated, the following insurance coverages are contractually required by DHS of its POS Providers:

1. GENERAL LIABILITY INSURANCE

The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), or such lesser amount requested in writing by the PROVIDER, and, for good cause shown, approved by the head of the purchasing agency, which approval, of any, is incorporated herein by reference, for bodily injury and property damage liability arising out to each occurrence. The Liability Insurance shall provide that is the primary insurance for the State of Hawaii, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER'S performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

2. AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance as applicable for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled, except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER'S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect

CONTRACT EXCERPTS

POS INSURANCE REQUIREMENTS

to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER'S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles with at least minimum no-fault coverage required by law.

3. ERRORS AND OMISSIONS (PROFESSIONAL) LIABILITY INSURANCE

As applicable for professional staff, errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

ATTACHMENT E

CRIMINAL CONVICTION RECORD CHECK STANDARDS

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL CONVICTION RECORD CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Service Branch (CWSB) clients, criminal conviction information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

A. Upon implementation of these standards, a check of the Hawaii Criminal Justice Data Center's (HCJDC) criminal history record system for a criminal conviction record check shall be conducted when an individual is:

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal conviction record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days;
2. In a direct service provider position when these standards become effective. The criminal conviction record check shall be completed within six (6) months of the effective date of these standards.

B. Individuals shall have a criminal conviction record check upon initial hire or implementation of these standards and a second criminal conviction record check twelve months later. Thereafter, criminal conviction record checks shall be conducted every other year.

C. The responsibility for conducting a criminal conviction record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider. The criminal conviction record checks shall be conducted through the Hawaii Criminal Justice Data Center, as follows:

1. Oahu: Hawaii Criminal Justice Data Center
465 South King Street, Room 101
Honolulu, Hawaii 96813

The Oahu office, for a fee, will process mailed-in requests for criminal conviction records checks.

2. Neighbor Islands: County police stations where HCJDC computer terminals are available. Molokai and Lanai are covered through the main police station on Maui.

D. A printed report of each criminal conviction record check is required. A copy of each criminal conviction record check report shall be accompanied by a signed statement of authenticity that the criminal conviction record report is a true and unaltered copy. Copies of the criminal conviction record check report and statement of authenticity shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.

- E. A printed criminal conviction record check report, dated no more than six (6) months before the date an initial criminal conviction record check is required may be accepted instead of a new criminal conviction record check being performed.
- F. The Department shall not be directly responsible for any cost related to the criminal conviction record check. Funds received through a Purchase of Service contract with the Department for administrative costs may be used to meet the cost for criminal conviction record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

Information contained in criminal conviction record check reports shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when a prospective or current direct service provider has a criminal conviction as indicated below:

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal conviction record check; and
- B. The crime for which there is a conviction shall have a rational relationship to a direct service provider's position. Rational relationship means the crime for which there is a conviction is substantially related to the qualifications, duties and responsibilities of a direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.
- C. Exemptions from the requirements of sections III. A. and B. may be approved by ACCSB/CWSB.
 - 1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check Standards), or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current criminal conviction record check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
 - 2. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB-Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.
 - 3. The panel shall consider the following:
 - a. The relevancy of the individual's conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction, such as employment.
 - 4. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 - 5. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives form DHS 1673, Request for Exemption (From Criminal Conviction Record Check Standards), or similar form. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 - 6. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:

- a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Service Division Administrator.
- D. ACCSB/CWSB clients may choose not to do criminal conviction record checks on individuals they hire on their own. Clients who choose not to have criminal conviction record checks shall complete form DHS 1672, Consumer-employer Choice Regarding Criminal Conviction Records Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record checks on individuals they plan to hire as direct service providers.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Services Branch (CWSB) clients, Protective Services Central Registry information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for ACCSB clients. The CWS Central Registry shall be checked for individuals serving as direct service providers for CWSB clients. Both Registries shall be checked for individuals serving as direct service providers for both ACCSB and CWSB clients, and for ACCSB clients who are minor children.

These Protective Services Central Registry Check Standards do not apply to direct service providers who must meet the licensing standards as specified in the Child-Caring Institution and/or Child-Placing Organization administrative rules.

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
 - 1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 - 2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.
- C. The Department of Human Services is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider. The individual shall sign and date the DHS 1507, Consent to Release Information From the Protective Services Central Registry, and mail the completed form to the Department of Human Services.

The release of information by the Department of Human Services shall be limited to the following:

APS CENTRAL REGISTRY CHECK

1. Notification of whether the individual requesting the information is known to the Department of Human Services to have caused the abuse of a dependent adult; and
2. Notification of whether the allegation of abuse is confirmed or not confirmed.

CWS CENTRAL REGISTRY CHECK

1. Date of CONFIRMED incident(s) of child abuse or neglect; and
2. Type of abuse for each incident.

- D. The following offices shall conduct the Protective Services Central Registry check upon receipt of the DHS 1507 as specified in section II-C:

APS CENTRAL REGISTRY CHECKS

1. Oahu: Adult Intake Unit
Adult and Community Care Services Section
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: Adult and Community Care Services Section
224 Haili Street
Hilo, Hawaii 96720
3. West Hawaii: Adult and Community Care Services Section
75-5995 Kuakini Highway, #433
Kailua-Kona, Hawaii 96740
4. Kauai: Adult and Community Care Services Section
4370 Kukui Grove Street, Suite 205
Lihue, Hawaii 96766
5. Maui: Adult and Community Care Services Section
1773-B Wili Pa Loop
Wailuku, Hawaii 96793-1250

The Maui Section shall conduct APS Central Registry checks for the islands of Maui, Molokai, and Lanai.

CWS CENTRAL REGISTRY CHECKS

1. Oahu: Child Welfare Services Intake Unit
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: East Hawaii Special Services Unit
120 Pauahi Street, Suite 210
Hilo, Hawaii 96720
3. West Hawaii: West Hawaii CWS Intake/Permanency Unit
75-5995 Kuakini Highway, Suite 523
Kailua-Kona, Hawaii 96740
4. Kauai: Intake/Central Child Welfare Services Unit

Lihue State Office Building
3060 Eiwa Street, Room 102
Lihue, Hawaii 96766-1890

5. Maui: West Child Welfare Services Unit
1885 Main Street, Suite 306
Wailuku, Hawaii 96793

The Maui Unit shall conduct CWS Central Registry checks for the islands of Maui, Molokai, and Lanai.

- E. Upon completion of the Protective Services Central Registry check, the Department of Human Services shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- F. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

III. PROTECTIVE SERVICES CENTRAL REGISTRY CHECKS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

- A. When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the Protective Services Central Registry check shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:
1. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check; and
 2. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.
- B. Exemptions from the requirements of sections III. A. 1 and 2 may be approved by ACCSB/CWSB.
1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check or Protective Services Central Registry Check Standards) or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current Protective Services Central Registry check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
 2. The attached Checklist for Exemption Request may be used as a reminder of the documents to be submitted to the Department for EACH exemption request. Additional copies of this checklist may be photocopied as needed.
 3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request.

Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department.

4. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.
 5. The panel shall consider the following:
 - a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the abuse was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.
 6. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 7. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives all documents listed on the attached Checklist for Exemption Request and needed for a decision to be made. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 8. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- C. ACCSB clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, Consumer-Employer Choice Regarding Criminal Conviction Record Check or Adult Protective Services Central Registry Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or Adult Protective Services Central Registry checks on the individuals they plan to hire as direct service providers.

Attachment – Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
Social Services Division

Criminal Conviction Record Check Standards or
Protective Services Central Registry Check Standards

CHECKLIST FOR EXEMPTION REQUEST

The appropriate Social Services Division review panel shall consider a request for exemption from the Division's Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards only upon the receipt of the documents listed below. The panel shall then have forty-five (45) days to complete its review and to issue its decision on the request.

This checklist, with blocks checked off to confirm the inclusion of the appropriate documents, should accompany the documents submitted to the Department. The request should be forwarded to the Department by the prospective employer agency. The individual should keep copies of all submitted documents for his/her records.

1. ☐ **Form DHS 1673, "REQUEST FOR EXEMPTION (From Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards)".**
Must be completed and signed by individual requesting the exemption. A separate DHS 1673 shall be submitted for EACH exemption being requested.
2. ☐ **Criminal Conviction Record Check Report.**
This is the report from Hawaii Criminal Justice Data Center (HCJDC), and it must include the conviction for which the exemption is being sought.
3. ☐ **Protective Services Central Registry Check Report (Adult or Child Protective Services).**
This is the report or letter from the Department of Human Services, and it must include the confirmation of abuse for which the exemption is being sought.
4. ☐ **Statement of Authenticity.**
This is a statement completed and signed by the individual requesting the exemption that validates the copy of the Hawaii Criminal Justice Data Center report that is submitted. A copy is attached, and may be used to photocopy additional copies for your use.
5. ☐ **Letter from the Prospective Employer Agency.**
This letter will confirm the individual's status as a prospective direct service provider. The letter must identify the individual and the position for which the individual is being considered.
6. ☐ **Job Description.**
This description must come from the prospective employer agency. It will help the review panel to determine the relationship of the conviction to the direct services position offered to the individual.
7. ☐ **Evidence of Rehabilitation.**
Some examples of what may be submitted include: Letters from employers, letters confirming the termination of probation or parole, letters indicating completion of self-help program, such as anger management, drug treatment, etc.

Attachment (Statement of Authenticity)

ATTACHMENT F

GENERAL CONDITIONS OF THE CONTRACT

The General Conditions may be accessed from the State Procurement Office website at <http://www.spo.hawaii.gov>. Click *Procurement of Health and Human Services and For Private Providers*. Then scroll down and click *Contract Template – General Conditions* .

ATTACHMENT G

SPECIAL CONDITIONS OF THE CONTRACT

EXHIBIT E

SPECIAL CONDITIONS

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of Exhibit “D”, the General Conditions, the PROVIDER further agrees to the following: the inability of PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Exhibit “A”, Scope of Services, and any attachments to Exhibit “A” as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by STATE.
2. **Insurance.** In addition to Section 1.4 of the General Conditions, Exhibit “D”, in order to protect PROVIDER as well as the State of Hawaii and their officers, employees, and agents covered under the indemnification provision in this Agreement, PROVIDER shall obtain and keep in force throughout the period of this Agreement the following insurance:

- a. Automobile liability insurance as applicable, for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement, shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER’S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER’S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles with at least minimum no-fault coverage required by law.

- b. Errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this AGREEMENT, PROVIDER shall furnish STATE with a Certificate of

Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

STATE: **Department of Human Services**
 Social Services Division
 Support Services Office
 Purchase of Services Unit
 810 Richards Street, Suite 501
 Honolulu, Hawaii 96813

PROVIDER:

Name: _____

Title: _____

Address: _____

4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.

5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, Exhibit “D”, the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.
6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, Exhibit “D”, the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by PROVIDER, or prepared by PROVIDER for STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by PROVIDER without prior written approval of STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the AGENCY'S Social Services Division Administrator or representative.
7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, Exhibit “D”, the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its subPROVIDERS without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of STATE.
8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to STATE. This requirement shall apply to all the PROVIDERS receiving general funds from STATE.

An audit under this provision shall NOT be required if both of the following conditions are met:
 - a. The PROVIDER is subject to the federal audit requirements specified below; and
 - b. The federal audit addresses whether the PROVIDER’s internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Three Hundred Thousand (\$300,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, Exhibit “D”, when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.

11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
- The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
 - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
 - Compliance with generally accepted accounting principles.
12. **Maintain Records.** In addition to General Conditions, Exhibit "D", Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, Exhibit "D", PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the

appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.

15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Exhibit "B" of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to STATE. Disposition of said equipment shall be prescribed by STATE.
16. Exhibit "D," General Conditions, item 1.6, Reporting Requirements, is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit "B" to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and where applicable in Exhibit "B," listing expenditures actually incurred and units actually delivered in the

performance of this Agreement. The PROVIDER shall return any overpayments to the STATE.

17. **Option to Extend.** STATE and PROVIDER may agree in writing to extend the terms of this Agreement in accordance with any of the following that are checked:

	The provisions of the Request for Proposals.
	The provisions of Hawaii Administrative Rules at §3-149-301 regarding the extension of existing contracts during a procurement process.
	When the Agreement was exempt from procurement rules in accordance with Hawaii Administrative Rules at §3-141-503.
	If STATE and PROVIDER agree to an extension to utilize unspent funds.

18. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
19. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Provider further agrees that the above language will be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any subgrantee under this agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:
- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
21. **Nondiscrimination.**

- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any subgrantees hereby assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
- b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates section 504 of the Rehabilitation Act of 1973, the Provider and any subgrantees hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded under this Agreement.
- c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 as well as section 844 of the Educational Amendments of 1974, the Provider and any

subgrantees hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any educational program or activity funded under this Agreement.

- d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975 and except as may be specified in the Scope of Services of this Agreement, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.

- 22. **Certification Regarding Lobbying.** The Provider and any subgrantees shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
- 23. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."
- 24. PROVIDER acknowledges and agrees that STATE shall only compensate PROVIDER for services provided to referrals made by STATE, but that nothing contained in this Agreement obligates STATE to provide any such referrals to PROVIDER.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

ATTACHMENT H

ADMINISTRATIVE ASSURANCES

ADMINISTRATIVE ASSURANCES

If awarded a contract to provide the services specified in any of the RFP(s) referenced above, I hereby assure that the following will be in place during the term of the contract:

1. Staff Development

A written training plan for Provider staff which:

- a. Promotes an understanding of the clients that the Department serves;
- b. Promotes good practice;
- c. Familiarizes staff with the Provider's own program and agency policies and procedures; and
- d. Familiarizes staff with available resources in the community as applicable under the Scope of Work in Section 2 of the RFP and in support of the service activities in the provider's proposal.

2. Supervision

A written plan for supervising direct service staff. This plan will be consistent with the lines of supervision indicated on the Program Organizational Chart in the contract.

3. Coordination of Services

A written plan to coordinate services with other agencies and with DHS staff. That plan will include each of the following as applicable:

- a. Ongoing communication with DHS staff about active DHS clients, especially regarding critical incidents or non-participation in the mutually agreed upon program plan;
- b. Information and referral of clients to other community resources if appropriate; and
- c. Identification of other programs and agencies that can serve as resources to clients.

4. Quality Assurance & Program Evaluation

A written quality assurance plan that addresses all of the following:

- a. How all of the outcomes on Form C in Section 2 of this RFP will be measured; and
- b. The process of service delivery.

5. Criminal History and Protective Services Registry Checks

Documentation of criminal history and Protective Services Registry checks, or appropriate waivers, in accordance with the standards in Section 5 of the RFP, will be in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact. This includes direct services staff of any subcontractors.

6. Documentation of Utilization

Procedures to accurately track and document the units of service delivered to clients and reported to DHS on Quarterly Activity Reports and, if required, on Client Eligibility Lists.

7. Minimal English and Physical Limitations

Reasonable accommodations to assure the delivery of services to clients with minimal English speaking abilities or physical limitations.

SIGNATURE

DATE

TYPE OR PRINT NAME

TITLE

AGENCY